

Belmond-Klemme CSD

Belmond-Klemme EA

7/1/2006 6/30/2007

AGREEMENT

between

**BELMOND-KLEMME COMMUNITY
SCHOOL DISTRICT**

and

**BELMOND-KLEMME EDUCATION
ASSOCIATION**

July 1 2006 - June 30, 2007

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ARTICLE 1: RECOGNITION

1.01 - UNIT

The Board hereby recognizes the Belmond-Klemme Education Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified, exclusive and sole bargaining representative for all personnel as set forth in the PERB certificate instrument (Case No. 129) issued by the PERB on the 9th day of July, 1975.

The unit described in the above certification is as follows:

INCLUDED: All professional employees, classroom teachers (K-12), librarians, counselors and school nurses.

EXCLUDED: Superintendent, principals, athletic director, all nonprofessional employees, and all others excluded by Section 4 of the Act.

1.02 - DEFINITIONS

- A. The term "Board" as used in this Agreement, shall mean the Board of Education of the Belmond-Klemme Community School District or its duly authorized representatives.
- B. The term "employee" as used in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
- C. The term "Association" as used in this Agreement, shall mean the Belmond-Klemme Education Association, or its duly authorized representatives or agents.

ARTICLE 2: LEAVES OF ABSENCE

2.01 - SICK LEAVE

- A. Accumulative Benefits - All employees shall be entitled to thirteen (13) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with a maximum of ninety (90) days. Each employee shall be required to use his/her annual sick leave before the accumulation from prior years is used. In the event of a question concerning whether or not a particular employee was, in fact, sick the Employer may require a doctor's certificate certifying that the employee was sick on the day claimed and this certificate shall be furnished at the employee's expense.
- B. Notification of Accumulation - The Association or employee, upon request, will be given an accounting of accumulated sick leave within a reasonable time.
- C. Job Related Injury - If an employee is injured in the course of employment and is receiving worker's compensation, the Employer will pay the difference between the employee's regular rate of pay and what is received under worker's compensation. The amount paid will be charged against the employee's accumulated sick leave. This obligation of the Employer will cease when the employee's accumulated sick leave has been used up.
- D. Family Illness - Each employee may be granted four (4) days of family sick leave yearly to be used by the employee for the illness of their spouse, children, father, mother, father-in-law, or mother-in-law.

2.02 - OTHER LEAVES

No leaves other than those stipulated in the master contract will be extended to staff without a full hearing of the board.

2.03 - PERSONAL LEAVE

- A. Each employee covered by the terms of this Agreement shall be allowed three (3) days to be used as personal leaves of absence. These shall not accumulate. Such leave may be taken in increments of one-half (1/2) day, one (1) day, two (2) days or three (3) days. Approval for request for personal leave shall be granted by the building principal. The employee shall notify his/her principal one week in advance if possible.
- B. No more than four (4) employees from the district will be granted personal leave at any one time.
- C. Employees shall have the option of being reimbursed for unused personal leave days. The payment shall be equal to the current substitute rate and would be paid at the end of the fiscal year.

2.04 - JURY AND LEGAL

Employees who are called for jury service will receive the difference between their pay as jurors and their regular daily rate of pay. An employee called for jury service will notify the Employer within twenty-four (24) hours after notice of call to jury duty and suitable proof of jury service pay must be presented to the Employer. The employee will report to work within one (1) hour on any day when he/she is excused from jury duty during regular working hours.

2.05 - BEREAVEMENT

Up to five (5) days per occurrence of leave shall be granted to an employee in the event of death of an employee's spouse or child, father, mother, father-in-law, mother-in-law, son-in-law, daughter-in-law. Up to three (3) day per occurrence of leave shall be granted to an employee in the event of death of an employee's, grandparent, grandparent-in-law, grandchild, brother, sister, brother-in-law, sister-in-law, aunt, uncle. Spouse's aunt, uncle, or the respective step relations. The Employer, at its discretion, may grant additional time if in the Employer's opinion additional time should be granted.

2.06 - MATERNITY LEAVE

The Association and the Board agree that disabilities caused or contributed to by pregnancy shall be considered the same as personal illness or injury under any temporary disability insurance or sick leave plan available in connection with employment in the School District. Therefore, it is agreed that an employee who is temporarily disabled for pregnancy-related reasons shall be considered to be on sick leave and such leave may be charged to the employee's accumulated earned sick leave.

It is understood that the actual dates leave shall begin and end shall be as medically indicated by the employee's physician. Any pregnant employee who desires to continue the performance of her duties during the period of her pregnancy, may continue to do so provided that her health and teaching are not affected, and the employee is physically capable of continuing to perform her duties. In the event the date of commencement or ending of leave is changed for other than medically indicated reasons, any additional leave shall not be reimbursed as sick leave; however, the employee shall retain all other rights and benefits as an employee of the District.

A leave of absence beyond the time of medical confinement for pregnancy, childbirth, and/or child care may be granted without salary or sick leave for a period not to exceed one year. Administrative guidelines requiring reasonable advance notice of an employee's tentative plans to use extended leave may be developed. Such guidelines shall be legally permissible.

2.07 - ASSOCIATION LEAVE

The Association shall be granted four (4) days to use at the discretion of the BKEA Executive Board. This leave shall be used to accomplish the goals and enact the programs of Iowa State Education Association. The Association agrees to pay one half the cost of the substitutes hired.

2.08 - FAMILY MEDICAL AND EXTENDED LEAVE ACT

The provisions of the Family Medical and Extended leave Act are hereby incorporated into this agreement by this reference. This inclusion shall in no way reduce or adversely impact any other provisions of this agreement.

2.09 - OTHER TEMPORARY LEAVES OF ABSENCE

Employees may be granted temporary leaves of absence without pay. Request for such leave shall be written and submitted to the Superintendent and/or Board of Education. Any grievance submitted under this article shall commence with step 3.

2.10 SICK LEAVE BANK

A sick leave pool of seventy-five (75) days shall be established each year for employees who need to use sick leave beyond the number of accumulated days allotted to them. Participation is voluntary for employees who contribute two (2) days to the sick leave pool. Unused days will not be carried over from year to year. To be eligible the employee shall sign up or cancel before September 1. Once enrolled the eligibility is automatically continued every year until cancelled by the employee. Employees must inform the Superintendent in writing that they wish to make use of pool benefits. An employee may use up to twenty (20) days per year from the pool.

ARTICLE 3: DUES DEDUCTION

3.01 - AUTHORIZATION

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be as set forth in Schedule D.

3.02 - REGULAR DEDUCTION

Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10) of total dues from the regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year. The Board shall not be required to prorate deductions and any employee who has not submitted an assignment authorizing payroll deduction of professional dues beginning in September shall not be eligible to submit such authorization until the following September.

3.03 - DURATION

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day

notice to the Board's Secretary and to the Association's President.

3.04 - TERMINATION

Any employee who terminates employment prior to June shall provide verification to the Board's Secretary from the Association's President that dues are paid in full or that satisfactory arrangements have been made therefore.

3.05 - TRANSMISSION OF DUES

The Board's Secretary shall transmit to the Association's Treasurer the total deduction for professional dues within ten (10) school days following each regular pay period, and a listing of the employees for whom deduction was made.

- 3.06 - The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in this agreement between the parties for dues deductions.

ARTICLE 4: GRIEVANCE PROCEDURE

- 4.01 - A grievance shall mean only a complaint by an employee, a group of employees or the Association that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

- 4.02 - A. Every person (person includes all employees covered by the Public Employment Relations Board certification and the Belmond Education Association) covered by this Agreement shall have the right to present grievances in accordance with these procedures.
- B. The failure of a person to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- C. It is agreed that any investigation or other handling or processing of any grievance by the grieving person shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving person or the staff.
- D. The Association's duly authorized representative may be present at any grievance hearing commencing with the first step. The person or Employer may have a representative present to represent them at any step of the grievance procedure.

- 4.03 - A. First Step: An attempt shall be made to resolve any grievance in informal, verbal discussion between the complainant and his or her principal.
- B. Second Step: If the grievance cannot be resolved informally, the aggrieved person shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested.

The filing of the formal, written grievance at the second step must be within fifteen (15) school days from the date of occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the person and the Superintendent within fifteen (15) school days after receipt of the grievance.

- C. Third Step: In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved person shall file, within five (5) school days of the principals written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within ten (10) school days of the third-step grievance meeting and communicate it in writing to the person and the principal.
- D. Fourth Step: If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The Association or the grievance may submit, in writing, a request on behalf of the Association and the grieving person to the Superintendent within thirty (30) days from receipt of the Step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) days, the Iowa Public Employment Relations Board will be requested to provide a panel of seven (7) arbitrators. After the parties determine by lot who strikes first, then the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties. The rules of the American Arbitration Association shall govern any hearing held pursuant to this Agreement.

Expenses for the arbitrator's services shall be borne equally by the School District and the Association.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School District and the Association and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

- 4.04 - A separate grievance file shall be kept by the Employer. Individual's grievances shall not be included in their personnel file. A mutually agreeable grievance form will be adopted between the Employer and the Association. The form to be used in connection with filing grievances under this Article is attached hereto marked Exhibit "A" and by this reference made a part hereof.

ARTICLE 5: WAGES AND SALARIES

5.01 - SCHEDULE

The salary of each employee covered by the regular salary schedule is set forth in Exhibit "B" which is attached hereto and made a part hereof.

5.02 - CREDIT FOR EXPERIENCE

Credit on the salary schedule for previous teaching experience in a duly accredited school may be given to new employees upon initial employment as determined by the Superintendent but not beyond actual training and teaching experience.

5.03 - ADVANCEMENT ON SALARY SCHEDULE

- A. Increments - Employees who have rendered satisfactory performance as determined by the

Superintendent on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Belmond-Klemme Community School District for any fractional part of a school year that is equal to one semester.

- B. Educational Lanes - For an employee to advance from one educational lane to another, he/she must have indicated plans for reclassification in the spring and he/she shall file suitable evidence of additional educational credit with the Superintendent no later than the beginning of each school year.

All teachers will be placed on the educational lane determined by the highest degree and hours obtained beyond that degree, provided it is in their teaching area.

5.04 - EXTENDED CONTRACT RATE

The salary schedule is based upon the regular school calendar and the normal teaching load as set forth in this Agreement. Any employee whose assignment exceeds the regular work year (Article 8) will be additionally compensated as follows:

Pay for each day of additional work will be 1/190 of the employee's yearly pay.
The total pay for extended contract would be 1/190 of the yearly salary multiplied by the number of additional days.

Note: The extended work year should be at a per diem rate and extended load or hours should be a prorated portion of the per diem rate. For example, if the work is 190 days, then someone contracted for 200 days would receive 10 times the salary divided by 190 ($19,000/190 = \$100$ per diem times 10 days = \$1,000 additional pay).

5.05 - MISCELLANEOUS PROVISIONS

- A. Driver education teachers shall be paid \$27.00 per hour.
- B. Employees working during administrative scheduled non-contract hours for planning, curriculum, and staff development purposes shall be paid their actual per diem per hour rate. This provision excludes meetings and committee work involving non-school personnel.
- C. Phase I and II monies will be a consideration of new monies available for negotiating the salary schedule, Exhibit "B" and will be distributed through-out the schedule.
- D. In the event Phase I and/or Phase II monies are reduced or eliminated, the salary schedule will be reduced by the amount of funds lost to the District. The base salary shall be reduced with minimum increments of fifty dollars (\$50.00).
- E. Phase III: Any agreement reached under Phase III of House File 499 that impacts upon mandatory subjects of bargaining, including but not limited to the entitlement to or receipt of wages, upon agreement shall be amended to the collective bargaining agreement. The Association and Board of Education shall approve the Phase III plan and budget before May 31st of each year.
- F. Payment of Phase III funds will be evenly distributed among the eligible staff on an optional basis.

ARTICLE 6: SUPPLEMENTAL PAY

6.01 - EXTRACURRICULAR ACTIVITIES

- A. Approved Activities - The Board and the Association agree that the extra-curricular activities listed in Exhibit "C" are official school sponsored activities covered by school insurance.
- B. Rates of Pay - Employee participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be compensated according to the rate of pay or other stipulations in Exhibit "C" which is attached hereto and made a part hereof.
- C. Activity Duty - Mandatory service of one activity duty per teacher during the school year for which the teacher is compensated at \$20.00 per duty. Employees are to find a replacement when unable to fulfill an activity duty.

ARTICLE 7: INSURANCE

7.01 - The Board agrees to provide all employees with the following protection:

- A. Health Insurance - Each employee shall continue to be covered by the presently existing health insurance program. The Board agrees to pay Four Hundred Sixty-Seven dollars (\$500.00) per month towards employee coverage.
 - 1. An employee who is denied health insurance coverage by the district's health insurance carrier may apply the district's contribution to the premium payment of a health care policy of the employee's choice. The district's contribution shall not exceed the employee's actual out-of-pocket premium costs.
 - 2. The employee may apply the Board's contribution to their dental coverage or tax sheltered annuity if they have chosen a plan which costs less than the agreed to amount.
- B. Dental Insurance - Each employee shall be covered by the presently existing group dental program. The Board agrees to pay Thirty dollars (\$31.00) per month toward family or single coverage.
- C. Dependent Coverage- Each employee shall receive One Hundred Seventy dollars (\$170) per month to apply towards dependent health premium or towards an Employer paid annuity of their choice.

7.02 - COVERAGE

The insurance protection afforded by paragraph A & B above shall be for twelve (12) consecutive months (beginning September 1 and ending August 31). Employees new to the District shall be covered by the insurance coverage in paragraph A prior to September 1 upon receipt of the monthly premium payment.

7.03 - CONTINUATION

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above-mentioned benefits shall be paid by the employer and continue until twelve (12) consecutive months of protection is exhausted. The benefits shall not extend beyond August 31 of the current school year.

7.04 - CARRIER

Should either party wish to change carrier with respect to the coverage in Sections A or B of this Article, the party desiring the change will advise the other of its desires and the reasons for the proposed change. Changes in carrier will be made by mutual consent of the parties.

ARTICLE 8: EMPLOYEE WORK YEAR

8.01 - REGULAR CONTRACT

The regular contract year for employees shall be one hundred ninety (190) days, one hundred eighty (180) days of which shall be in the classroom for actual teaching. Any days added beyond the stated contract days by state mandate or board action shall be paid per diem.

8.02 - EXTENDED CONTRACT

The in-school work year of employees on extended contract shall be left to the discretion of the Board.

8.03 - HOLIDAYS

The regular and extended contracts of employees shall include four paid holidays. Holidays shall include Labor Day, Thanksgiving, Christmas and New Year's.

ARTICLE 9: EMPLOYEE HOURS AND LOAD

9.01 - WORKDAY

- A. Length of Day - The length of the work day shall be inclusive of an eight (8) hour period as designated by the principal with consideration for individual circumstances.
- B. Planning Periods - During each school day, there will be available for teachers an average of one duty-free planning period.
- C. Deviation - Any deviation from the day established by the principal must be arranged through the principal.

9.02 - DUTY FREE PERIOD

Each teacher shall have at least twenty (20) minutes of duty free time during lunch hour each day.

9.03 - TEAM PLANNING TIME

- A. The district shall strive to provide planning of 2 hours (average) per week to provide for inter-disciplinary planning/retraining.

ARTICLE 10: EMPLOYMENT AND ASSIGNMENTS

10.01 - ASSIGNMENT OF EMPLOYEES

All employees shall be given written notice of their salary schedule placement, class and/or subject assignments and room assignments for the forthcoming year as soon as practical and except in cases of emergency not later than July 1.

ARTICLE 11: REDUCTION OF STAFF

- 11.01 - All employees under this Agreement are covered by the provisions of this Article.
- 11.02 - When, in the sole, exclusive, and final judgment of the Board of Education, decline in enrollment, reduction of program or any other reason requires reduction in staff among teachers, the administration shall attempt to accomplish same by attrition. In the event necessary reduction in staff cannot be adequately accomplished by attrition, contract renewals will be given to the teacher(s) with the greater continuous length of service in the District. If a choice must be made between two or more teachers of equal experience, the administration will base its choice on the relative skill, ability, and competence of those employees. By December 1, the Association shall be provided a listing of employees in the school system (K-12) with specification of each employee's record of seniority.
- 11.03 - A staff member released according to the conditions of this policy shall have recall rights, should a position occur for which he or she is certified, for two years from the effective date of the employee's layoff. Laid off employees shall be recalled in inverse order of the layoff. An employee wishing to retain recall rights shall notify the Board and the Association prior to the date of the employee layoff and submit the employee's mailing address to be used for recall. The Board shall mail notice of any vacancy to those employees retaining recall rights.
- 11.04 - Any employee re-employed by exercising their recall rights shall be reinstated at one step above the salary, benefit and experience level at the time of their layoff, unless they qualify for a higher step by having obtained additional training throughout the layoff period, in which case they would present proof of such qualification to the Superintendent no later than September 10 of the current school year.

ARTICLE 12: TRANSFER PROCEDURES - VOLUNTARY & INVOLUNTARY

12.01 - DEFINITIONS

- A. Transfer - A transfer is the movement of an employee from one position to a vacancy.
- B. Voluntary Transfer - A voluntary transfer is a transfer requested by the employee.
- C. Involuntary Transfer - An involuntary transfer is a transfer not initiated by the employee's request.
- D. Vacancy - A vacancy is a new or existing unfilled position.

12.02 - NOTIFICATION OF VACANCIES

- A. Posting - Upon knowledge of a vacancy or vacancies, the Superintendent shall deliver to the Association a list of vacancies which occur during the school year and for the next school year. The list shall also be posted in each building. Such posting shall contain the job classification, specific assignment, any and all prerequisite qualifications, deadline for transfer request and beginning date of duties. School year vacancies shall be posted for at least five (5) days to allow an employee who has not previously filed a written desire for transfer to request a voluntary transfer to said vacancy. If summer time vacancies occur, interested parties will have five (5) days to respond after the initial Board contact. Every effort will be made to contact interested individuals if they have indicated an interest in the position and have left a phone number or address with the Board secretary.

- B. Filing Requests - An employee who desires a transfer may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject, and/or building or buildings to which the employee desires to be transferred, in order of preference. Such general requests for transfers for the following year shall be submitted not later than March 1 for the following school year or December 1 for the second (2nd) semester.
- C. Assignments - As soon as possible, but no later than July 1, the Superintendent shall post in each building and simultaneously deliver to the Association a system-wide schedule showing the class and/or subject assignment(s), room assignment(s), and building assignment(s) for the forthcoming year for all employees.

12.03 - VOLUNTARY TRANSFERS

An applicant for a voluntary transfer will meet with the administration. This will allow the applicant to explain why the transfer is requested and why the applicant feels it will be beneficial not only to the applicant but also to the district.

If the applicant for a voluntary transfer is denied, a second meeting with the applicant and an Association representative will be held to discuss why the transfer was denied and a written explanation will be given to the applicant.

12.04 - INVOLUNTARY TRANSFERS

This article will apply only when a vacant position cannot be filled pursuant to article 12.01 B - Voluntary Transfers.

- A. Notice - Notice of involuntary transfer shall be given in writing to the affected employee with a copy to the Association by May 1 as practical and except in cases of emergency not later than July 1.
- B. Procedure - If an involuntary transfer requires the employee to take additional course work or attain additional certifications, the Employer shall reimburse the employee for all expenses including: tuition, fees, books, and mileage expenses at the current rate allowed by the IRS.
- C. Before implementing any involuntary transfer, the administration will meet with the teacher and an Association representative to discuss the merits of the transfer and the educational needs of the district. This will afford the person subject to the transfer the opportunity to explain why the person feels the transfer is not in the best interest of the district.

ARTICLE 13: EVALUATION PROCEDURE

13.01 - Evaluation Orientation

At the beginning of the year, the administrative staff shall acquaint the employees with the Iowa Teaching Standards and criterion, the district adopted descriptors, and the procedures and evaluation instruments to be used.

13.02 - Except in exigent circumstances prior to the evaluation visitation, the teacher will confer with the evaluator and state in writing the goals, objectives, and proposed teaching methods to be used during the evaluation visitation. Evaluation procedures for beginning and career teachers shall be consistent among evaluators in the district.

13.03 - During each school year involving the performance review, the evaluator and employee shall mutually

agree on dates for pre-observation, if necessary, formal observation, and post observation conferences. The pre-observation conference must be a mutually agreed upon date and time prior to the formal observation. The post observation conference shall be held no later than five days following each formal observation.

13.04 - In most cases the evaluator will remain in the classroom the entire class period if possible or for the duration of the activity.

- A. Observe the total classroom situation - - not just the teacher's behavior.
- B. Try to remain inconspicuous, although under certain circumstances he/she may visit with the pupils, look at their work, and enter into the activities of the class.
- C. Consider class activities before and after period observed.
- D. After each observation is completed, a post observation conference shall be held to discuss and diagnose the teacher's performance. The summary record must clearly indicate factors outside the teacher's control, which affect the teaching process. The summary must be specific in those areas that are going to be worked on by the teacher as part of the individual career development plan.
- E. After the post observation conference, at which time equal opportunity shall be available for the teacher and evaluator to react, the summative evaluation form shall be signed by the teacher and the evaluator. The teacher's signature will be considered only as evidence that the appraisal was read by the teacher and not as agreement or disagreement. If the teacher disagrees with the evaluation, a statement of the disagreement shall be made by the teacher in writing and attached to the summary within two (2) weeks of receiving the summative evaluation form. The attached statement will not be altered by either party or the Superintendent's office at any time. The teacher will be given a copy of the evaluation and any attached statements.

13.05 - By the end of January of the performance review year, the teacher and evaluator shall meet to identify the teacher's current status in meeting the eight (8) Iowa Teaching Standards and to discuss any additional information or artifacts that are necessary to document success in meeting the Iowa Teaching Standards. The teacher and administrator shall continue to meet to review additional documentation and continue to identify the teacher's status in documenting the eight (8) Iowa Teaching Standards.

13.06 - SCHEDULE OF EVALUATION

- A. Beginning teachers and those new to the district will be evaluated a minimum of one (1) time per eighteen (18) week period during the first and second half of the school year.
- B. Beginning teachers and those on intensive assistance will be evaluated in accordance with Chapter 284.
- C. Career teachers will be evaluated at a minimum of once every three (3) years.
- D. By March 15, if the evaluator determines that the teacher has not met any particular one of the eight standards or district standards, then the evaluator and the teacher shall jointly determine what information the evaluator needs in order to indicate the teacher meets all eight(8) standards. The teacher may request another observation or present the evaluator with data relative to the standard that is in question.
- E. By April 15, the evaluator shall complete the summative evaluation process for career teachers.

- F. By April 15, for those teachers in their second year of teaching, the evaluator shall complete the summative evaluation, and arrange a mutually agreed upon time to discuss the evaluation.
- G. Prior to the school year involving the individual career development plan, the career teacher shall submit an individual career development plan by May 15 that focuses on meeting standards and improving student achievement aligned with the Comprehensive School Improvement Plan. The evaluator shall meet with the teacher to review the plan, jointly modify the plan as needed and approve the plan within ten (10) school days of its submission. Modifications of the plan can be made at any time by mutual agreement. The annual review of the plan shall occur at a mutually agreed upon date prior to April 15.
- H. Informal classroom visits by the Superintendent or his designee may occur at any time.

13.07 - The building principal or appropriate supervisor shall provide the employee with assistance designed to improve the quality of instruction and to eliminate difficulties noted in any evaluation. Such assistance shall be noted in writing, and an initialed copy shall be retained by the appropriate supervisor and the employee.

13.08 - All observations of an employee shall be conducted with full knowledge of the employee and solely for the purpose of evaluation toward the improvement of instruction, as a means of assuring the most competent educational techniques.

13.09 - PERSONNEL FILE

- A. Each employee shall have the right to review the contents of his/her personnel file. A representative of the Association, at the employee's request, may accompany the employee in this review. Credentials and letter of recommendation will be excluded from the file when it is to be examined by the employee. An employee's review of his/her personnel file shall occur in the office area. All requests for copies will be addressed in a reasonable time and for a reasonable cost to the employee.
- B. Any entry directed toward an employee which is placed in his/her personnel file shall be promptly called to the employee's attention in writing.
- C. The employee shall have the right to reproduce any of the contents of his/her personnel file except credentials or letter of recommendation. The employee shall bear the cost of such reproduction.
- D. No evaluation file shall be maintained that is not available to the affected employee for review and reproduction.

13.10 - RIGHT TO GRIEVE

All employee evaluations are to be fair and accurate. An employee or the Association as the employee's representative has the right to utilize the contract's grievance procedure to challenge an evaluation as unfair, unjust or inaccurate.

ARTICLE 14: HEALTH PROVISIONS

14.01 - PHYSICAL FITNESS

As required by state law, all employees are to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence shall be limited to a statement from a licensed physician of the employee's choice attesting to the employee's physical fitness. The Employer shall pay not more than thirty-eight dollars and sixty cents (\$38.60) of the cost of such examination. Employees that are required to have an x-ray due to their TB test shall have this cost reimbursed to them by the Employer.

ARTICLE 16: DURATION AND EFFECT OF AGREEMENT

- 16.01 - This Agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2007.
- 16.02 - Should any article, section, clause or provision of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, clause or provision shall be deleted from this Agreement to the extent that it violates the law, and the Board and the Association shall enter into negotiations concerning said provision at the call of either party. The remaining articles, sections, and clauses shall remain in full force and effect.
- 16.03 - Whenever any notice is required to be given by either of the parties to this Agreement, either party shall do so in writing to the following designated individuals:
 - A. If by the Association to Board, through the Secretary of the Board,
 - B. If by the Board to Association, through the President of the Association.

ARTICLE 17: RATIFICATION AND AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of March, 20 06 by and between the BELMOND-KLEMME COMMUNITY SCHOOL DISTRICT and the BELMOND-KLEMME EDUCATION ASSOCIATION consisting of Articles 1 through 17, inclusive.

BELMOND-KLEMME COMM. SCHOOL DIST.

BELMOND-KLEMME EDUC. ASSOC.

By: Jim Swenson
Jim Swenson President
Belmond-Klemme Comm. School Board

By: Dann Schroeder 6-30-06
Dann Schroeder President
BKEA

By: Jenny Bunk
Jenny Bunk Secretary
Belmond-Klemme Comm. School Board

By: Kathy Whitver
Kathy Whitver Secretary
BKEA

EXHIBIT "A"
GRIEVANCE REPORT

Date Filed

Belmond-Klemme Comm. School District

_____ Building

Name of Aggrieved Person

Distribution of Form

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

STEP II

A. Date Violation Occurred _____

B. Section (s) of Contract or Policy Violated _____

C. Relief Sought* _____

Signature

Date

D. Disposition by Principal or Immediate Supervisor _____

Signature of Principal
or Immediate Supervisor

Date

STEP III

A. _____
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent or Designee _____

Signature of Superintendent Date
or Designee

STEP IV

A. _____
Signature of Aggrieved Person Signature of Association President

B. _____
Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator* _____

Signature of Arbitrator

Date of Decision

* If additional space is needed, attach additional sheets.

NOTE: All provisions of Article III of the agreement dated _____,
20_____, shall be strictly observed in the settlement of grievances.

2006-2007 SALARY SCHEDULE

Step	Index	BA	Index	BA15	Index	BA30	Index	BA40	Index	MA	Index	MA15	Index	MA30	Index	MA40
1	1	2475.6	1.06	26251	1.12	27737	1.18	29222.7	1.24	30709	1.3	32195	1.36	33680.4	1.42	35166.3
2	1.04	25755.6	1.1	27242	1.16	28727	1.22	30213.3	1.28	31699	1.34	33185	1.4	34671	1.46	36156.9
3	1.08	26746.2	1.14	28232	1.2	29718	1.26	31203.9	1.32	32690	1.38	34176	1.44	35661.6	1.5	37147.5
4	1.12	27736.8	1.18	29223	1.24	30709	1.3	32194.5	1.36	33680	1.42	35166	1.48	36652.2	1.54	38138.1
5	1.16	28727.4	1.22	30213	1.28	31699	1.34	33185.1	1.4	34671	1.46	36157	1.52	37642.8	1.58	39128.7
6	1.2	29718	1.26	31204	1.32	32690	1.38	34175.7	1.44	35662	1.5	37148	1.56	38633.4	1.62	40119.3
7	1.24	30708.6	1.3	32195	1.36	33680	1.42	35166.3	1.48	36652	1.54	38138	1.6	39624	1.66	41109.9
8	1.28	31699.2	1.34	33185	1.4	34671	1.46	36156.9	1.52	37643	1.58	39129	1.64	40614.6	1.7	42100.5
9	1.32	32689.8	1.38	34176	1.44	35662	1.5	37147.5	1.56	38633	1.62	40119	1.68	41605.2	1.74	43091.1
10	1.36	33680.4	1.42	35166	1.48	36652	1.54	38138.1	1.6	39624	1.66	41110	1.72	42595.8	1.78	44081.7
11	1.4	34671	1.46	36157	1.52	37643	1.58	39128.7	1.64	40615	1.7	42101	1.76	43586.4	1.82	45072.3
12	1.44	35661.6	1.5	37148	1.56	38633	1.62	40119.3	1.68	41605	1.74	43091	1.8	44577	1.86	46062.9
13	800		800		1.6	39624	1.66	41109.9	1.72	42596	1.78	44082	1.84	45567.6	1.9	47053.5
14	800		800		800		800		1.76	43586	1.82	45072	1.88	46558.2	1.94	48044.1
15	800		800		800		800		800		800		1.92	47548.8	1.98	49034.7
16	1200		1200		800		800		800		800		800		800	
17	1200		1200		1200		1200		800		800		800		800	
18	1200		1200		1200		1200		1200		1200		800		800	
19	1600		1600		1200		1200		1200		1200		1200		1200	
20					1600		1600		1200		1200		1200		1200	
21									1600		1600		1200		1200	
22													1600		1600	
	800	1200	1600													
An Employee who has been at the top of th BA,BA+15,BA+30, BA+40,MA,MA+15,MA+30,MA+40																
for one to three years shall receive an annual career increment of \$800 in addition to the salary at the employee's step																
An Employee who has been at the top of th BA,BA+15,BA+30, BA+40,MA,MA+15,MA+30,MA+40 Lanes																
for four to six years shall receive an annual career increment of \$1200 in addition to the salary at the employee's step																
An Employee who has been at the top of th BA,BA+15,BA+30, BA+40,MA,MA+15,MA+30,MA+40 Lanes																
for seven years or more shall receive an annual career increment of \$1600 in addition to the salary at the employee's step																

EXHIBIT "C"
BELMOND-KLEMM COMMUNITY SCHOOL DISTRICT
 Supplement to Salary Schedule

ACTIVITIES (% of the BA Base Step appropriate for each individual)

Audio Visual Director	3.5%
Baseball	Head Coach--11% Ass't.--8% 9th--7.5% Jr. High--4.5%
Basketball	Head Coach--11% Ass't.--8% 9th--7.5% Jr. High--4.5%
Cheerleaders	5% Jr. High--3%
Cross Country	Head Coach--9.5% Ass't.--7%
Drama	Head Coach--10.5% Ass't.--6%
Football	Head Coach--11% Ass't.--8% Jr. High--4.5%
Golf	8.5%
Jr. Class Advisor	6.5%
Music	High School--10.5% Jr. High Vocal--5%, Jr. High Band--5.5%, Elem.--4.5% Flag Line Coordinator 4.5%, Swing Choir Choreographer 4.5%
Newspaper	2.5%
Softball(Summer).....	Head Coach--11% Ass't.--8% 9th--7.5% Jr. High--4.5%
Special Olympics	3%
Talented and Gifted	3%

Track	Head Coach--9.5%
	Ass't.--7%
	Jr. High--4.5%
Volleyball	Head Coach--9.5%
	Ass't.--7%
	9th--6%
	Jr. High--4.5%
Wrestling	Head Coach--11%
	Ass't.--8%
	Jr. High--4.5%
Yearbook Advisor	High School--5%
	Jr. High--3%
Work at Extracurricular School Activities	\$20.00 per activity worked

Salary Schedule Supplement Addendum, Page 2

Musical Year:

Speech	1.50%
Fall Drama	5.00%
Music Director	1.00%
Carpenter	1.00%
Accompanist	1.00%
Choreographer	1.50%
Asst. Choreographer	0.75%
Publicity/Programs/Stage Crew	0.50%
Tech Director	3.00%
Stage Director	4.00%
Set painting/tickets	<u>4.00%</u>
Total	22.25%

Non-Musical Year:

Speech	3.50%
Fall Drama	5.00%
Spring Drama	<u>5.00%</u>
Total	13.5%

Over two years this averages about 17.85% compared with 16.5% now (1998-99)
Speech is the difference.

EXHIBIT "D"

DUES DEDUCTION AUTHORIZATION FORM

I, _____, hereby request and
 First Name Initial Last Name
authorize the Board of Education of the Belmond-Klemme Community School District as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues, which amount is to be remitted each month for me on my behalf to the Treasurer of the Belmond-Klemme Education Association (Affiliate of the UniServ Unit, ISEA, NEA).

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through June from the date hereof, and shall thereafter continue for successive periods of one year unless revoked in writing by thirty (30) days' notice to my employer and to the Belmond-Klemme Education Association.

Date _____ Signature _____

Total Dues _____ Social Security No. _____

EXHIBIT "E"
BELMOND-KLEMM COMMUNITY SCHOOL DISTRICT
TEACHER PERFORMANCE EVALUATION

Teacher's Name	Years of Experience in District	Building
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Evaluatee's Signature	Date	Evaluator's Signature	Date
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PROFESSIONAL EVALUATION FORM

Y/N/NA

Organizational Skills

1. Organizes instruction around appropriate objectives.
2. Selects appropriate learning material and resources.
3. Organizes and manages students for effective instruction.
4. Implements instructional plan.

Comments:

Communication Skills

1. Communicates effectively with students.
2. Demonstrates sensitivity in relating to students.
3. Cooperates and maintains professional relationships.

Comments:

Teaching & Evaluation Techniques

1. Motivates students.
2. Demonstrates ability to utilize a variety of appropriate teaching techniques.
3. Provides opportunities for developing positive self concept in students through successful learning experiences.
4. Helps students develop efficient learning skills.
5. Promotes students self discipline.
6. Updates curriculum and instructional practices.
7. Uses appropriate evaluation activities.
8. Provides students with specific feedback.

Comments: